

1887-026 Chancery Causes: H. P. Long vs. A. J. Gilliam &c  
Lee Co.

Reasor, Yearry, Moneyhun, Caldwell, Orr

CA-Debt  
T-Property

-Correspondence



To the Honorable John A Kelly Judge of the  
Circuit Court of Lee County Virginia.

Your orator W. P. Long, a citizen of Eldorado  
Kansas, humbly complaining would re-  
spectfully show unto your honor, that on the  
29<sup>th</sup> day of September 1884, while on his way to  
the West, and being in need of money, he  
borrowed from one A. J. Gilliam of Worley  
Hawkins County Tenn, the sum of Fifteen  
dollars, and placed in pledge for said money,  
in the hands of said Gilliam, a note executed  
by Wiram Yeary to Alexander M Ely for  
One hundred dollars, to become due and  
payable on the 16<sup>th</sup> day of May 1886, and which  
note had been assigned to your orator by  
said Ely for value received, and your orator  
was to refund to said Gilliam the said sum  
of \$15.00 within two months. Now your orator  
will further show your honor that three days  
before the time had expired in which he was  
to replace the fifteen dollars borrowed as afore-  
said, he purchased <sup>at</sup> Merchant P. O. Indianan,  
a money order for that sum, and mailed it  
to said Gilliam at Worley Tenn, and requested  
him to send to your orator his said note pledged  
as aforesaid, but heard nothing from said Gil-  
liam in regard to the matter until on the day  
of February 1885, when he received a letter  
from said Gilliam dated Jan'y 31<sup>st</sup> 1885, in which



he claims certain delays in regard to the money order reaching <sup>him</sup>, and as to what he would have to do with it &c. which claims and statements were very unsatisfactory to your orator, especially as Mr Gilliam was then Post Master at Worley Tenn, <sup>& should have known what to do with a money order</sup> and in this letter said Gilliam does not claim to have traded off, or otherwise disposed of said note, and your orator alleges ~~that~~ it was still in his possession. Your orator after corresponding with said Gilliam again, and urging a return to him of his said note received another letter from him dated Nov. 18<sup>th</sup> 1885, which was likewise very unsatisfactory and contained certain statements and attempted explanations about the money order, which were in fact, as your orator believes and alleges unreasonable and untrue, and in this letter said Gilliam informs your orator that he had sold said note to Mc Maneyham, and with said letter he returned to your orator a money order for \$15.15. \*

Now your orator alleges that he mailed to said Gilliam a money order for \$15.15, the amount borrowed by him as aforesaid, in time for the same to reach him, by due course of mail, within the time he was to replace the same, and he alleges that the said Money Order did reach said Gilliam within said time, or if not

\* The said two letters are herewith filed marked "A" & "B" respectively.





within said time, that it reached him within a few days thereafter, and in any event your orator is advised that as he used due and ordinary diligence in procuring said order and mailing it in due time for it to reach its destination within the said two months, a Court of equity will not impose upon him the hardship of losing the amount of said note, less the \$15.00. Your orator is informed that said Gilliam traded or in some manner transferred said note to Mc Moneyhun, his father in law, and that he, or he and said Moneyhun afterwards traded it to M. H. Reesor, of Lee County Va. for a hack, receiving for said note its full value, and that said Reesor now holds said note, and that said Gilliam received the hack.

Your orator now here offers to repay to said Gilliam said sum of \$15.00 together with the interest thereon, as he has always been willing and anxious to do from the time he was able to raise that sum & send it to him.

The object of this bill is to enjoin and inhibit said Reesor from collecting said note, and said Yeary from paying the same until the future order of the Court. To effect this end he prays that said A. J. Gilliam, Mc Moneyhun, M. H. Reesor & Hiram J. Yeary be made the parties defendants to this bill and required to answer its allegations on oath, and that on a hearing



a decree he rendered enjoining the collection of said note by any one except your orator, and directing that the same be delivered up to your orator as his property, upon the payment by him of said sum of \$1500 and its interest to said Gilliam, and for all further and general relief, May I be issued &c and may order of publication be made against said Gilliam, who is a nonresident of the State of Va.

H. P. Long  
Richmond & Orr, attys  
for Complainant.

Witness

~~E. P. Brainerd~~

H. P. Long

Bill in Chancery

A. J. Gilliam & als.

Injunction granted.

Bond required with good security in penalty of \$200.00

conditioned to pay all

costs awarded against plaintiff, and sustained by the defendant, or either of them by reason of this injunction, should ~~only the same~~

be hereafter dissolved

In A. Kelly  
Apr. 30. 1886

To the Clerk of the Court

Do not issue injunction till further order of the Court.

May 17. 1886

Affidavit being made in view of the injunction, as above ordered. In A. Kelly

State of Kansas  
County of ~~Butter~~ <sup>McDonnell</sup>

I, M. C. Snodgrass, a Notary Public in and for said County & State do certify that H. P. Long this day personally appeared before me and made oath that the facts stated in the within bill are true so far as they depend upon his own knowledge & so far as stated upon information derived from others he believes them to be true. Witness my hand & seal this the 12 day of May 1886.

M. C. Snodgrass, Notary Public  
Commission Expires Dec. 1. 1886



To the Hon. John A. Kelly Judge of  
the Circuit Court of Lee County Va  
The Demurrer and answer of  
me Moreyham to a bill filed in  
this Hon. Court against him and  
others by H. P. Long

Respondent says the plffs bill  
as to him is not good and  
sufficient in law, and of this  
he prays judgement of the Court &c.

But if any further answer  
be deemed necessary answering  
he says, he never owned the note  
in Controversy, never claimed it  
or sought to use it in any way

He aided his son-in-law A. J. Gilliam  
in trading the note to his Co-defend-  
ant Reaser, and counseled and  
advised him as to the solvency of  
parties &c. But never had any  
interest in the note directly or  
indirectly - and the trade with Reaser  
was made, and your respondent  
ceased to have any connexion  
with the note long before he  
learned of any Controversy about  
it - Indeed he never did hear  
any thing about it until some time in  
last March, the plff Counsel



mentioned it him - when he informed  
him he had no interest in the matter  
but as a matter of favor he would  
interpose and try to get the matter  
settled without a suit. And so he  
did but without avail. And  
what - the plff sues respondent  
for he is at a loss to know  
He seeks no relief against him  
and so the respondent is advised  
the plffs bill should be dis-  
missed as to him - And for this  
he pays with his costs & c.

A. L. Friedman

Sworn to before me by M<sup>c</sup> G.  
Monaghan, June 7<sup>th</sup> 1886.  
J. A. Hyatt & C



Mc Moneyhun  
acts } Answer.

A. P. Lowy

Filed at June  
Rules 1886.

J. A. Hyatt



To The Hon John A Kelly Judge  
of the Circuit Court of Lee Co.

The demurrer and answer  
of Hiram J. Yeary to bill filed  
in this Hon. Court against him and  
others by H. P. Long.

Respondent says the plffs bill is  
not good and sufficient in Law  
and of this he prays judgement of  
the Court &c.

But if any other, or  
further answer be deemed necessary  
answering he says ~~he says~~, he did  
execute a note to Alex. M. Ely for  
one hundred dollars payable two  
years after date, which made  
the note fall due May 1<sup>st</sup> 1886, he  
had heard the plff purchase this  
note from said Ely, and he also  
learned that the plff had in some  
way transferred the note to A. J. Gilliam  
and he also heard that the plff  
claimed that Gilliam ought not to  
collect the note, but of the manner  
by which Gilliam came in possession  
of the note he has no knowledge  
further than as shown by the plffs  
bill, and what said Gilliam  
says - and they differ very much



about the time said note was  
approaching maturity said Gilliam  
presented the note to your respondent  
for payment, having had  
several conversations about it  
on the 26<sup>th</sup> day of April 1886, your  
respondent met with said Gilliam  
and on that <sup>day</sup> said and lifted his  
note, then in Gilliam's hands, and  
here files the same as part hereof  
marked "X". Gilliam claimed that the  
plff sold him the note for \$15,  
and if the plff did in two months  
thereafter re-pay the same he was to  
have the note, this trade was made  
as the plff admits on the 29<sup>th</sup> day  
of September 1884, and the said Gilliam  
continued to hold and control the  
note up to 26<sup>th</sup> April 1886 a year  
and 8 months, and until respondent  
had paid it to the holder  
thereof and then raises a huge  
+ cry against your respondent  
paying it. Respondent is advised  
that as the plff by his own voluntary  
act placed the note in Gilliam's  
hands and permitted it to remain  
there a year + 8 months to witning



four days of its maturity he ~~thus~~  
made Gillicum his agent for the col-  
lection of the note and cannot  
be heard now to complain that  
it has been paid to his own  
trusted agent. As to the Controver-  
sy between Gillicum and the plff  
he has no concern nor does he  
know whether it was a sale of  
the note or a loan - He paid  
and lifted his <sup>note</sup> at or near ma-  
turity to the legal holder thereof  
before suit brought against  
him - And under these circumstances  
he is advised the payment is a  
proper one, and that the plff at  
the time of the institution of his  
action had no cause of action  
against him - And having now  
fully answered he prays to be  
thence dismissed with his costs

A. L. Pickens

Virginia Lee County to wit -

This day Heram J. Gary personally appeared  
before me and made oath that the foregoing  
answer so far as made upon his own knowledge  
is true and so far as made upon information  
he believes it to be true. J. A. Hyatt c. c.

June 7 1886



Herano J. Geary

ask 3 Answer

H. P. Long

Filed at June

Rules 1886.

J. H. Hyatt & Co.



To the Hon. John A. Kelly Judge  
of the Circuit Court of Lee County.

The seprate answer of A. J.  
Gilliam to a bill filed in this  
Honorable Court against him & after  
<sup>by Henry Long</sup> would respectfully represent that  
some time in the year of 1854  
the plff came to his home in the  
County, Hawkins Tenn. on his way  
west as he said and applied to  
respondent to borrow money  
to enable him to make the journey  
this respondent refused, and the  
plff made other efforts, but failed  
The plff then informed respondent  
that he was indicted in two cases  
in the Lee County Courts and was very  
anxious to go on to the west and  
said he had a note on Hermand.  
Geary, executed to one Alexander  
Ely for one hundred dollars and  
if respondent would advance  
him fifteen dollars on this note  
he might have it. It was a sale  
for that sum; and the plff had  
the right in 60 days to redeem the  
note, the money was paid and the  
Contract reduced to writing on that



day, the 29<sup>th</sup> day of Sept. 1884  
and is here filed as part hereof.

Respondent did not know Geary  
or any of the parties but took  
the note at all risks, and paid  
for it the sum before named. Some  
five months elapsed before he  
received the money, from the plaintiff  
by postal order, which had been  
delayed in the mail but if it  
had not been it would not  
have reached him in time - And so  
before it did reach him or he  
had any knowledge that the plaintiff  
intended to redeem the note he  
had sold the same to, one Henry  
Reaser for a hack, and then Reaser  
becoming dissatisfied respondent  
went to him & paid the money for  
the note, & presented it to Geary  
who paid, \$80. for the note & ~~left~~  
~~it~~. In this transaction his father-in-  
law M. C. Money had acted for him  
and by his direction never having  
had any interest therein; and all  
that was done, was done before  
the plaintiff instituted his suit or at  
least before process served on



Notice in any way of the said  
Respondent-Claims the note by  
virtue of his Contract and the full  
payment of the price. But your  
respondent could have procured the  
note at one time after he had  
it for \$50 cash, and wrote the plff  
he could, but he refused & the  
plff got it back from Reason  
as above stated & then he  
lifted it for \$80. So the Respond-  
ent is advised that the plff has  
by his neglect & refusal to  
Stow to his bargain lost all  
the rights in said note he ever  
had. And having now fully an-  
swered he prays to be dismissed  
with his costs.

A. J. Gilliam  
for Defl.

Virginia

Lee County to wit,

This day A. J. Gilliam personally  
appeared before me and made oath in  
due form that the statements made in the  
foregoing answer so far as they depend upon  
his own knowledge are true & that so far  
as they depend upon information derived  
from others he believes them to be true  
Given under my hand Aug. 24<sup>th</sup> 1888. J. A. Hyatt C. C.



A. J. Gillman <sup>P</sup>

Adm<sup>r</sup> Answer.

H. P. Long

Filed in open  
Court by leave  
thereof Aug. 24<sup>th</sup>  
1886. J. A. Hyatt



Round of J. D. Gilliam  
fifteen dollars  
and note of  
one hundred dollars  
60 days and then  
the note is a J. D. Gilliam  
this 29th of 1884  
if not paid <sup>before</sup> with in  
that time <sup>within</sup> H. P. Long  
J. D. Gilliam



H. P. Long

A. J. Gilliam et als

Plff } In chancery  
Defts }

This cause came on this day to be heard upon the bill and exhibits therewith, the <sup>plea</sup> answers of the defendants, and the depositions of witnesses and was argued by Counsel, and by agreement of the parties, by their counsel, this is made a vacation cause, and the Court is to render his decree herein in Vacation, and the Counsel on both sides have leave to file written arguments in the cause within 60 days.



H. P. Long

vs } Decree

A. J. Gilliam et al

---

Enter this Decree

N. S. M.

Apr 1st 1887



H. P. Long }  
 vs } In Chancery  
 A. J. Gilliam et al

H. P. Long on the 29<sup>th</sup> of Sept  
 1884, on his way west, received of A. J. Gilliam  
 \$15<sup>00</sup> and left with him a \$100<sup>00</sup> note; The  
 Contract Concerning the transaction was in  
 writing & in these words: "Received of A. J.  
 Gilliam \$15<sup>00</sup>, on note of \$100<sup>00</sup> 60 days, and  
 when the note is A. J. Gilliam's, the 29<sup>th</sup> Sept  
 1884, if not paid back within that time,  
 origin H. P. Long"

On the 24<sup>th</sup> day of November 1884, Long  
 bought at Reno Nevada a Post Office money  
 order, for \$15<sup>15</sup>, payable to Gilliam at Rogersville  
 Tennessee, mailed it to him, and requested a  
 return of the note.

On the 25<sup>th</sup> day of November 1884, the letter  
 of advice thereof was received by Mr Caldwell  
 the Post Master, at Rogersville, in which office  
 said order was drawn

On the 31<sup>st</sup> day of January 1885, <sup>Gilliam</sup> wrote Long  
 in reference to the order, and on the 18<sup>th</sup> day  
 of March 1885, he mailed to Long at Colorado  
 a Post office money order for \$15<sup>15</sup>.

This letter was in reply to one from Long, in  
 regard to sending him the note &c, and bearing  
 date February 14<sup>th</sup> 1885.



On February 2nd 1885, Long notified W. D. Young, the maker of the note not to pay same to any one but himself.

On April 26<sup>th</sup> 1886, Gilliam delivered to Young the said note for the sum of Eighty dollars.

The note fell due May 16<sup>th</sup> 1886, and on May 17<sup>th</sup> 1886 Long filed a bill, setting out substantially the facts as stated, so far as they should come from him, praying an injunction for a return of the pledge, and for general relief.

Gilliam answered, avowing, insisting that the transaction was a sale, the Condition not having been performed, the Property vested in him.

Young answered that on April 26<sup>th</sup> 1886, he paid the note to the Holder thereof as he lawfully might. W. D. M. disclaimed all interest and Robert made default.

Upon the state of facts I am called on to decide 1<sup>st</sup> Whether the Court has jurisdiction. I think this objection made too late.

Parties Chancery Parties.

I think in any case the term of a \$100<sup>+</sup> note for 15<sup>th</sup> if not paid in 60 days is in the nature of a forfeiture, and will be relied against in Chancery.

It is insisted by the Plaintiff that the facts



level of a pledge or Pawning; by the Defendants  
a Conditional Sale.

A pledge, and a Conditional Sale have points  
of resemblance, and frequently the lines of distinction  
are fairly drawn indeed.

Attention to some of these points will suffice for  
this Case.

A pledge is of Personal property, and the  
general Property in the thing pledged remains  
with the Pledgor and the Pledgee gets the  
possession, and a special property therein.

In a Conditional Sale a price must be set on  
the property not wholly inadequate - See Minors  
Institutes 324-330, and it usually if not invariably  
happens that in Conditional Sales, the Condition is  
to be performed by the Purchaser, while in Pledges  
and Mortgages the Conditions are for Performance by  
the Pledgor.

Now let us refer to the terms of the Contract  
on the first page of this opinion, and we find  
that no Price was Paid or agreed on for the note,  
and the property therein was not to pass until  
60 days had elapsed, without a Payment by  
Long to Gilliam of \$15<sup>00</sup>.

Here there was an obligation resting on  
Long to pay money - Here was a note placed  
in pledge for \$15<sup>00</sup>, borrowed by Long of Gilliam,  
at time of placing the pledge with him (See  
Powers on Contracts Page 110), and the Regulation



that the note of \$100<sup>00</sup> was to be Williams  
if the \$15<sup>00</sup> were not repaid in 60 days, if  
not void, (2nd Par in Cont JP 120, note (x) 1  
Milliken vs O'Brien 10 Par 325) is it within  
the nature of a forfeiture or penalty, such as  
will be upheld against in Equity?

Graves vs Graves 1 Wash 1 - 2d McEq Paris  
381-2.

Seeing concerning it a pledge, I think the  
Court has jurisdiction. 1 McEq Paris 150.

It being concluded that this is a pledge,  
that the Contract is in the nature of a Penalty  
or forfeiture, and that this Court has jurisdiction,  
let us see the duty of the Pledge in regard  
thereunto.

As the pledge was, a note it could not  
be sold, but should have been held till due,  
then collected by the Pledge, the \$15<sup>00</sup> & Interest  
paid, and the residue turned over to the pledgor  
2 Parson vs Contracts JP 118 note (1)

The Pledge should have taken all precautions  
to protect the Pledgor's rights and Interest -  
2d Parson vs Contracts top page 12 note (x) 1 &  
Long should have been notified before proceeding.

The Pledge was aware of this Case in regard  
for the Pledgor's interest, and it seems  
that his whole idea was to secure the \$100<sup>00</sup>  
for the \$15<sup>00</sup>. He had the Pledgor's



money Confessedly in January 3<sup>rd</sup> 1885 &  
1<sup>st</sup> March 1885, and yet he held the note  
until July 1<sup>st</sup> 1885, notwithstanding he  
wrote he had sold it - Mearns says he  
never had any interest in it and its fact;  
and the Circumstances that the letter of advice  
Concerning the Mearns order reached the paying  
Office on Nov 20<sup>th</sup> 1884, and if accompanied by  
the order it would have reached Worley on the  
29<sup>th</sup>, and the further fact that on April 26<sup>th</sup>  
1886, and before maturity of the note May 16<sup>th</sup>  
1886 - that Gilliam sold, or Compounded the  
debt for \$80<sup>00</sup>, which so far as the evidence  
goes in this Case, was solvent, makes a  
very suspicious Case as to the facts, and  
induces me to believe that the \$15<sup>00</sup> sent  
by Post money and from Town Hunt Ind, was  
received by Gilliam before Nov 29<sup>th</sup> 1884, &  
the Contract being one of the pledge of the  
note, it follows that Plaintiffs held the note  
has never been legally disposed.

As to Mr Yeary - it being known, that  
in February 1886, he had notice from Lang  
not to pay the note to any one but the  
Complainant - this should certainly have put  
him upon inquiry as to Gilliam's title.

The mere possession of a bond does not per se  
authorize the Holder to Collect or the Debtor to  
pay him, but the doctrine of Caveat Emptor



appellus

*Deane vs Taylor Committee* 32 Grant 135

I am therefore of opinion that Gilliam had no right to sell, Compromise or Collect the debt, at the time and under the Circumstances that he did so, and that Yeary had sufficient notice to put him upon inquiry, and that his Compromise payment or Purchase (whichever it may be termed) from Gilliam, in no way protects him from the liability to Long, and that the following decree be entered in this Cause.

Virginia:

Hott County to wit:

The Circuit Court of Lee County is in vacation  
H. Long vs H. J. Gilliam et al - Dec Chy

This cause came on the 15th day of June 1887 in vacation Pursuant to the decree entered therein at the March Term 1887 of the Circuit Court of Lee County Virginia to be heard upon the Bill, Answers, Exhibits, Depositions of Witnesses, written and oral arguments of Counsel, and its appearing <sup>to the Court</sup> proper for opinion, and now stated in writing filed among the papers of this Cause, it is adjudged, ordered and decreed that the Plaintiff recover of the Defendants H. J. Gilliam & H. J. Yeary One Hundred dollars, with interest thereon from the 1st day of May 1886 till paid



Subject to a credit of Fifteen dollars in favor  
of A. J. Gilliam with Interest thereon from the  
29<sup>th</sup> day of September 1884 till 16<sup>th</sup> May 1886,  
and the Plaintiff will recover of the Defendants  
Gilliam & Yeary the Costs of this Suit.  
As to Mary Ann Yeary the bill is dismissed,  
but they recover no Costs, and the Plaintiff may  
have a writ of execution for the sum demanded and this Case  
is stricken from the docket.

L. S. K. Monahan

To the Clerk of the circuit  
Court of Lee County Va



W. D. Long  
or  
At J. Williams & Co  
Opinion & Decree

---

Decree Entered  
page 39.  
J. A. S. Hyatt



Mess A. J. Gilliam, Mc Moneyham, M. J. Reason  
& Virand J. Geary.

You will please take notice  
that on the 18th day of this month, (Feb-  
ruary, 1887) at the office of W. P.  
Armstrong, in the town of Rogersville  
State of Tenn. I will proceed to take the  
deposition of John W. Caldwell to be read  
as evidence in my favor in a certain suit  
in chancery now pending in the circuit  
Court of Lee County Va. in which I am  
plaintiff and you are defendants, and if  
from any cause the taking of said deposition  
~~is not commenced, or if commenced, is not~~  
is not completed, on that day, the taking of  
the same will be adjourned, from day to  
day and from place to place until completed.  
Feb 5th 1887.

Respectfully,

W. P. Long. By  
his counsel.



H. P. Long.  
vs { Notice  
A. J. Gilliam & others

---

I accept legal service  
of the within notice  
for the depts.  
Feb 5th 1887.

A. S. Ridenore  
Atty for depts



State of Tennessee, Hawkins County.

The Deposition of John W. Caldwell, a  
Witness, Taken before me, W.D. Armstrong a Notary  
Public for the County of Hawkins in the  
State of Tennessee, on the 18<sup>th</sup> day February  
1887 in pursuance of the Annexed Notice  
at the office of said W.D. Armstrong in  
Rogersville, ~~Hawkins County, Tennessee,~~  
County of Hawkins and State of  
Tennessee, between the hours of  
9 A.M. and 2 P.M. to be read in  
evidence in a suit in which H.P. Long  
is Plaintiff and A.J. Gilliam, M<sup>r</sup> Moneyham,  
M. W. Reason and Hiram J. Young are Defendants  
Pending in the Circuit Court of Lee County  
State of Virginia.

Present Fulcher & Haffner Attorneys for Plaintiff

Said John W. Caldwell the said Witness being  
first duly sworn, Deposeth and Saith in  
answer to Interrogatories as follows.

Question 1<sup>st</sup>

By Plaintiff's Attorney.

Were you at any time Post Master  
at Rogersville, Tennessee, if so, State



when you became such, and how long thereafter you held the office?

Answer. I was. Held the office from April 1<sup>st</sup> 1869 to October 1<sup>st</sup> 1885.

Question 2<sup>nd</sup> By Plaintiffs Attorney.

Was said Post office at Rogersville Tennessee a Post office Money Order Office during said period?

Answer. It was a Money Order Office during nearly all that period, embracing the entire year of 1884.

Question 3<sup>rd</sup> By Plaintiffs Attorney.

Did you as such Post Master, at said office, ever receive a letter of advice from the Post Master at Terre Haute, Indiana, of the issuance of a Money Order by that Office upon your said Office, for the sum of \$15<sup>00</sup> <sup>or other amount</sup> fifteen dollars, payable to A. J. Gilliam, if so, give date of such letter of advice



together with date of its reception by you?

Answer.

I, as Postmaster at Rogersville, Tenn., received, on the 26<sup>th</sup> of November 1884, a letter of Advice, <sup>of money order</sup> issued by the Post Master at Tenn. Haute, Ind., on the 24<sup>th</sup> of November 1884, in favor of A. J. Gilliam for the amount of Fifteen Dollars and fifteen cents (\$15.15) said Money order was afterward paid by me to said A. J. Gilliam, or his order.

Question 4<sup>th</sup>

By Plaintiff's Attorney.

Was, or was not the Payee in said Postal order Advice then Post Master at Worley, Hawkins County Tennessee?

Answer.

He was

Question 5<sup>th</sup>

By Plaintiff's Attorney.

What is the distance from Rogersville to Worley, and give Schedule of Mails between the <sup>said</sup> places at that time?

Answer.

The distance is about Twelve (12) miles between said two places. There was a <sup>Sundays excepted</sup> Daily Mail, on the Route, between said two places, Worley being a Post Office on the Route leading from Rogersville, Tennessee to Jonesville, Va. The mails left Rogersville at about 7 A. M. Daily (Sundays excepted) and



returned about 5 o'clock P.M. same day.

Question 6<sup>th</sup> By Plaintiffs Atty.

~~Did not send said~~

State when said Money Order, would have left Rogersville Tenn for Worley, if it came by due course of mail, corresponding with the letter of advice, which you received,

Answer If said money order came by due course of mail, corresponding with said letter of Advice to me, it left Rogersville for Worley on the 27<sup>th</sup> of November 1884, unless that day was Sunday; but if that day was Sunday, then it left Rogersville for Worley on the 28<sup>th</sup> of that month.

Question 7 By Plaintiffs atty

State whether or not at that time Rogersville Tenn was on the most direct, and speedy Mail Route from Terre Haute, Indiana, to Worley, P. O. Tenn where said Gilliam was then Postmaster

Answer Rogersville, Tenn., was then on the most speedy and direct <sup>mail</sup> Route from Terre Haute Ind. to Worley Tennessee.

Jno. M. Caldwell.



State of Tennessee  
County of Hawkins } I W P Armstrong a Notary Public for  
The County of Hawkins in the State of  
Tennessee do hereby Certify that, the foregoing  
Deposition of Jno. W. Caldwell was duly taken,  
reduced to writing and signed by the witness,  
before me, at the Place and the time, therein  
mentioned, pursuant to the annexed Notice,

In witness whereof I have hereunto set my  
hand and affixed my Official Seal, at  
Rogersville in the County aforesaid, This  
the 18<sup>th</sup> day of February A D 1887,

W. P. Armstrong  
Notary Public

### Bill of Costs

Notary Public, W. P. Armstrong Taking 1 Deposition \$1.00

Witness, Jno W Caldwell Giving 1 " 1.00  
2.00

I Certify that the above is  
a Correct Bill of Cost, incident  
to the taking of the foregoing  
Deposition

W. P. Armstrong  
Notary Public



Deposition of  
Jno W Caldwell

N. P. Long  
vs

A. J. Gilliam & others

Rec'd by mail  
in good condition  
& filed Feb'y 22/1887.  
J. A. Hyatt, ec

Fee \$2.00





Deposition of a witness, taken before me, a Notary Public, within and for the County of Butler, in the State of Kansas, on the 20<sup>th</sup> day of October, 1886, between the hours of six A M, and six P M, at El Dorado, in said County, pursuant to the annexed notice, in an action pending in the Circuit Court of Lee County within and for the County of Lee and State of Virginia, wherein H. P. Long is Plaintiff and A. J. Gilliam Et als are Defendants. The said H. P. Long Plaintiff, in person appeared, and the said A. J. Gilliam Et als, Defendants, not appearing, but having accepted legal service, as shown by the attached notice to take depositions and service endorsed thereon; Thereupon the said H. P. Long, Plaintiff, produced the following witnesses in the following order.

H. P. Long, of lawful age, being by me first duly examined, cautioned and solemnly sworn to testify the truth, the whole truth, and nothing but the truth, deposes and says

My name is H. P. Long, I am Plaintiff in the above entitled cause, in which I am endeavoring to recover possession of a certain promissory note made and executed by one Hiram J. Teary in favor of Alexander Ely, and endorsed by said Ely to me, and by me pledged to A. J. Gilliam



as security for the payment of Fifteen dollars,  
money borrowed of A. J. Gelliam. I borrowed  
the Fifteen dollars for which the note  
was pledged, September 29, 1884, and  
was <sup>to</sup> repay the money in 60 days. I did  
not give my own note, but simply left  
Year's with Gelliam as security. Nothing  
was said about forfeiting the Year's note  
to Gelliam in case I failed to pay the  
Fifteen dollars, at the expiration of the  
60 days, but Gelliam said he would  
hold the note until the money was paid,  
and my understanding was, that when  
I paid the money borrowed the note  
pledged as security was to be returned  
to me. My transaction with Gelliam took  
place in Hawkins County Tennessee, but  
the note pledged is payable in Virginia,  
and the evening of the day I borrowed  
the money I left for Sudiana, promising  
Gelliam I would send him the money  
and redeem the note. On or about  
the 26<sup>th</sup> day of November 1884, I bought  
a Postal Money order at Terre Haute Ind-  
iana for Fifteen dollars and fifteen Cents,  
which I mailed to him at his post office  
address, the money order being payable at Rogers  
ville Tennessee, and I demanded the return



of the Leary note. Mr Gilliam acknowledged the receipt of the money order, but to the best of my recollection he claimed he could not get the order cashed. Afterwards he sent me a money order for Fifteen dollars and fifteen cents. This was not the same order I sent him. Afterwards he wrote me that before he received the money from me he had traded or sold the note as he was hard up for money, but that it could be rebought for Fifty dollars, and for me to send him that amount. I refused to send that sum. He then offered to get the note for Thirty seven dollars and fifty cents. I refused to send him either of the amounts asked, and since then I have heard nothing from him. Neither have I ever received the note left in pledge. Although I have stood ready at all times to pay the Fifteen dollars and interest which I once sent him, and which he refused to receive but returned to me. The note left with Gilliam as security called for One hundred dollars and is now fast due.

A. P. Long,



State of Kansas } S. S.  
Butler County }

I, Charles F. Brenton a Notary Public within and for the County of Butler in the State of Kansas do hereby certify that H. P. Long was by me first duly sworn to testify the truth, the whole truth and nothing but the truth, and that the deposition by him subscribed as above set forth was reduced to writing by myself in the presence of the witness and was subscribed by said witness in my presence, and taken at the time and place specified in the annexed notice, and that I am not a relative, Counsel, or attorney of either party, or otherwise interested in the event of this action or proceeding.

Witness my hand and Official Seal at Eldorado in said County this 20<sup>th</sup> day of October 1886

Charles F. Brenton Notary Public  
Commission Expires June 14, 1890.

Fees \$1<sup>50</sup>/<sub>100</sub> paid by the Plaintiff.



# The Commonwealth of Virginia.

To any Justice of the Peace, Notary Public or Commissioner appointed by the Governor of said State, resident in the State of *Kansas* authorized to take Depositions in the County of *Butler* State of *Kansas* —GREETING:

Know ye that we, trusting to your fidelity and provident circumspection, do require you, that at such time and place as you shall appoint, to call and cause to come before you *H. P. Long*

Witness on behalf of

*H. P. Long*

in a certain

*Suit in Chancery*

pending in the *Circuit* Court of Lee County between

*H. P. Long*

Plaintiff and

*A. J. Gilliam et al*

Defendant, and

*him*

diligently

examine, touching the same in solemn form on oath or affirmation, and having received *his* examination as aforesaid, that you distinctly, plainly, and without delay certify, sign, and send the same enclosed into our said Court together with this Writ. Witness, J. A. G. HYATT Clerk of our said Court, at the Court House, this the *27* day of *Sept*, 188*6*, in the *111* year of the Commonwealth.

*J. A. G. Hyatt*

Clerk.

*John R. Gibson D. C.*

I do solemnly swear that

*James W. Orr* *H. P. Long*

whose name

*is*

mentioned as witness in the commission above

*is*

non-resident of the State of

Virginia, so help me God.

Sworn to before me this

*27* day of *Sept*

188

*James W. Orr*

*John R. Gibson D. C.* Clerk.



To A. J. Gilliam, W. Moneyhun,  
W. H. Reason, and Hiram J.  
Yeary:

Take Notice, that I will, on  
the 20th day of October, 1886,  
at the Office of Charles F. Brenton,  
in the town of El Dorado, Butler  
County, Kansas, between the hours of  
6 A. M. and 6 P. M. of that day,  
proceed to take the deposition of  
H. P. Lang, to be read as evidence  
in my behalf in a certain suit  
in Equity, depending in the Circuit  
Court for Lee County, Virginia,  
wherein you are ~~defendants~~ and I  
am plaintiff; and if, from any  
cause, the taking of the said deposition  
be not commenced on that day, or  
if commenced, be not concluded on  
that day, the taking of the same will  
be adjourned and continued from  
day to day, or from time to time, at  
the same place and between the same  
hours until the same shall be  
completed.

Richmond and Orr attys  
for H. P. Lang



We accept legal service of  
the within notice. Sept. 29. '86

Mc. L. Murey

Hiram J. Gray

A. J. Gilliam

By S. P. Pickeness atty.

H. P. Long

vs. } Notice to take depo.

A. J. Gilliam et al

10/20/86.



H. P. Long  
vs.

A. J. Gilliam Et Al.

Deposition of  
H. P. Long.

Fees \$1<sup>50</sup>/<sub>100</sub> paid by

Plaintiff.

---

Filed October 28<sup>th</sup>  
1886, having been  
received through  
mail in good  
condition Octo. 27/886.

J. S. Hyatt



Virginia Lee County to wit:

This day Jas. W. Orr  
personally appeared before me  
and made oath in due form  
that A. J. Gilliam defendant  
in the Chancery Cause of H. P.  
Long vs A. J. Gilliam et al, is a  
now resident of the State of  
Virginia, Given under my hand  
this 22<sup>nd</sup> day of May, 1886.

J. A. B. Hyatt C.



H. P. Long

As  $\frac{1}{3}$  Affidavit

A. J. Williams et al



Mr. William Geary.

You are hereby notified not to  
pay a note executed by you to Alex M  
Ely Jr. for One hundred dollars, to be-  
come due & payable May 16<sup>th</sup> 1886, to  
- purchased by me, from him  
to any one except myself.

Feb 22nd 1886.

A. P. Long, by  
Richmond & Co his attys.



A. J. Young  
by agreement by  
us 300ft Young as to  
notice  
A. J. Gilmanwater

Filed Aug 9<sup>th</sup> 1886  
J. A. Wynter

~~Received~~  
I admit That I received a notice of  
the same passport as this and accord  
to my best recollection I received the  
same some time in the month of  
February 1886.

Aug 9<sup>th</sup> 1886. H. J. Young



Virginia

At Rules held in the clerk's  
office of the Circuit Court for  
Lee County Aug 2<sup>d</sup> 1886

H. P. Long

Complainant

vs

A. J. Gilliam et al

Defendants

In Obey

to in

On motion of the Plaintiff  
by his attorney, a Rule  
is awarded against the  
defendant Hiram J. Yeary  
to show cause, <sup>if any the cause</sup> why he had  
not filed ~~his~~ Exhibit X ~~required~~  
his answer filed in this  
cause at June Rules 1886.

Teste J. A. Hyatt cc



N. P. Long  
no. } Rule  
A. J. Gilliam et al

---

Executed by delivering  
an office copy of this  
Rule to H. J. Yeary  
Aug. 7<sup>th</sup> 1886.

J. H. Curington  
for R. D. Flanagan S. L. C.



Know all men by these presents  
that Mr. James W. Orr and  
are held and firmly  
bound unto the Commonwealth  
of Virginia in the just and full  
sum of Two Hundred Dollars,  
and for the prompt payment thereof  
well and truly to be made unto the  
said Commonwealth, we each bind  
ourselves heirs &c, and we as to this  
bond hereby waive our Home Stead  
exemptions witness our hands  
and seals this 22. May 1886.

The Conditions of the above bond  
is such that whereas, an Injunction  
has been granted in the Chancery  
Cause of H. P. Long vs. A. J. Williams et al  
now pending in Lee Circuit Court.

Now therefore should the above  
bound parties or some one for  
them pay all costs which may  
be awarded against the Plaintiff  
H. P. Long and all damages  
which may be sustained by  
the defendants, or either of them  
by reason of said Injunction  
Should the same hereafter be  
dissolved, then this obligation  
to be void otherwise to remain



H. D. Long

vs <sup>3</sup> Bond

A. J. Gilliam et al.

Filed May 22 1886

J. H. Hyattce

in full force and virtue.

James W. Orr



H. P. Long:

against

A. J. Gilliam et al.

It is submitted, that the grounds of equitable Jurisdiction in this case is the prayer for an injunction, and unless there be grounds for the injunction the bill must fail.

What are the grounds set up in the bill for the injunction, the prayer shows - "To prevent the collection of the debt due from H. J. Geary by Gilliam, Receiver or Money lender. and to enjoin Geary from paying it over to them, and compel its payment to the plaintiff. This and this only is object and scope of the bill.

What are the facts, - At the time the injunction is granted, to inhibit payment & collection, the debt had been fully paid over, and discharged and the note lifted - what was there therefore for the injunction to operate upon Nothing;



To avoid this, the plffs says  
But I gave geary notice not  
to pay, so he did, but did  
pay and had paid, before suit  
brought, of course, after notice he  
paid at his peril, and if liable  
at all it would be inaction  
on the case for having paid  
wrongfully money he was under  
legal obligation to <sup>pay</sup> after.

But surely this would not  
give the injunction effect which  
is the sole ground of equity in  
this case. Now if there was  
nothing to enjoin, and there was  
not, then no action in chancery  
can be maintained to compel  
the payment of the money over  
again, that would be trying  
an action on the case in a  
chancery proceeding.

The object was to enjoin, there  
was nothing to enjoin so the  
bill must fail. The dismissal  
of the bill can be without pre-  
judice to the plff to proceed at  
law against H. J. Geary or



any after he may be advised is  
liable.

It will be seen being lifted  
and paid the note on 26<sup>th</sup> day  
of April 1886, - The bill was  
served on in the State of Kansas  
May 12 1886, nearly a month  
afterwards. And on the 17<sup>th</sup> of the  
same month the injunction was  
granted and the bill filed at June rule,  
about two months after the debt  
was paid.

It is submitted that the sending  
of the P.O. order from Dickinson  
was not a payment, it was  
not money, nor was Gilliam  
bound to go 10 miles to Rogersville  
to have it cashed - It was a  
bargain of hazard - Long failed  
to comply with his stipulations  
and lost his property - and must  
therefore abide the result of his  
own imprudence - Submitted for  
the defendant.

A. L. Primmer



Long deft

r } Brief.

Henry awatten



H. P. Long.

Against

A. J. Gilliam et al.

{ The ~~disposition~~ should  
be dissolved because  
a debt was paid before  
suit - and the bill is  
to enjoin collection of  
a debt, already paid  
and -

In this case it  
is submitted that by the <sup>deft's</sup> ~~proof~~ <sup>fact</sup> and  
facts shown in the case no decree  
can be taken against the ~~money~~ <sup>money</sup>.  
All connection he had with the case  
had, been transacted and ended long  
before suit brought - and hence he is  
in no wise responsible.

2 - No decree can be rendered against  
geary, the plff as to him made  
Gilliam his agent, clothed him with  
the power to receive geary, gave  
up to Gilliam his the plff's bond with  
no condition attached - and hence he  
could legally present the note for  
payment, to geary. This he did &  
geary paid it and lifted it  
before any notice which bound  
him, was served upon him.

Hence it is submitted that geary paid  
as he lawfully might his bond  
when presented by a person legal-  
ly holding the same - and Gilliam  
did hold lawfully, as to all  
who had not actual notice -  
The notice from or to geary <sup>does</sup> ~~does not~~



change this feature, because no such  
is authorized and geary is not  
bound by it.

As between Gilliam and Long the  
case is of very different character  
was the Trade, Conditional - that is  
not denied - then were the con-  
ditions performed - there is the sub-

This turns upon the proof and there  
is a clear conflict, which justifies  
an issue out of chancery, but if  
not granted then the chancellor will  
have to weigh & determine - The de-  
fendant holds that although a hard  
Contract it was a lawful one and  
if Long did not pay back the  
\$10 in the time agreed then the note  
was Gilliam's - It was not so paid  
see the depos.

A. L. Ridemore

for depts.

geary et al,

vs  
Geo B. Brief

H. P. Long et al



Wesley Rd Hartland & Pen  
• March 18, 85

Mr H. P. Long  
Eldorado

Dear Sir yours of 14th Feb  
to Hand same days go Henry  
I have had great deal of trouble  
Bought the many orders you sent me  
and just have got it - fit now  
for you they made a mistake  
and sent it - to Washington &c  
to the Lord letter office and  
from there they sent to me  
as Postmaster nearly to Hand  
30 days and if could not find  
you and deliver it - to you  
to send it - Back to Washington  
and I had to send it Back  
as Postmaster to them and just  
Got it - Back few days go



Now I swap it - to a  
New one at Rogersville  
and send to you  
Henry your mother so long  
I have traded the  
note off I was so hard  
Run for many I could  
not hold it - all -  
Mother Mary Ann have it  
I never made any thing much  
an the note I am

Say I traded it -  
I cant give the note back  
without paying fifty dollars  
for it - you can not come  
and if you want the  
note send me fifty  
dollars I will give  
the note from M. C. Mary Ann  
I only got 25.00 dollars  
for the note so you see I  
made But little an  
it - But I am sorry

that I ever sold it -  
But Henry I was so hard  
Run I could not hold  
it - I have bought  
Stephensland and had  
to build me stone house  
and selling hands and  
it Run me to my best  
to pay out it - might be  
that - I could buy the  
note back for little less I  
would do all I could  
for you Henry So  
note me and tell me  
what to do about it -

Enclosed you will find  
many order for 15.15 - it  
the amt of the one you  
sent me the one you  
sent me I could not  
use it - they say it came  
to me only swap it -



for another one if it  
Had not went to Washington  
I could of used it  
But they only sent it to  
me from Washington &c  
as Pastmaster and their  
fare I could not use  
it without laying myself  
liable as Pastmaster and  
of course I could not  
do that so Henry dont think  
hard of me for I could not  
help doing what I done for  
I have bin paying 18 Percent  
for many in this Bank I was  
so Hard Run I Had to  
make my shift - I could  
so write me if you want me  
to Buy the note Back for you  
I will do all I can for you  
Yours friend A. J. Gilliam



Wesley B Hawkins Co Penn

Jan 31. 85

Mr H P Lang

Madisonville

Mich

Dear Sir

The Post Office order  
you sent me was sent back  
to Rose Hunt. And from  
there was sent to the Fed  
letter office and then  
forwarded to me at P.M. and  
I am only allowed to  
hold it. Bodge wrote me  
at once so I can send it  
to you if I can't find you  
I will have to send it  
to Washington and you will  
lose it



Be sure and write me by  
Return mail so I can send  
to you for if it goes back  
to Washington you will know it  
don't fail to give me plain  
direction where to send it.  
an first mail after being  
This your friend

A. J. William  
Massey House  
Hartford Co

11  
"g"



A. J. Gilliam's  
Letters  
Exhibits "A" & "B"

Also Recd of Long  
for \$15-00

Return in 10 days, to

**Richmond & Orr,**  
**ATTORNEYS-AT-LAW,**  
JONESVILLE, VA.



Know all men by these presents  
that we James Brown  
are held and firmly bound  
unto the Commonwealth of Virginia  
in the just and full sum of One  
Hundred Dollars, for the prompt  
payment thereof to be made unto the  
said Commonwealth of Va, for the ben-  
efit of &c, we each bind ourselves  
heirs &c, and we as to this bond  
waive our Home Stead Exemptions  
witness our hands and seals this  
5<sup>th</sup> of July 1886.

The condition of the above obligation  
is such that whereas the defendants  
in the Chancery Cause of Henry  
P. Long against A. J. Williams &c  
now pending in Lee Circuit Court, suggests  
at June Rules 1886, that the Plaintiff  
is a non resident, and that securi-  
ty for costs is required of him,  
The said Plaintiff <sup>by &c</sup> in answer to said  
Rule enters into the above bond.

Now therefore should the said  
Plaintiff or some one for him, prompt-  
ly pay such costs as he may incur  
in this prosecution; and all costs and  
damages which may be awarded  
against him, then this obligation



W. D. Long  
vs Bond for Costs.  
A. J. Gilliam et al  
Filed July 5 1886  
J. A. Hyatt ce

to be void otherwise to remain  
in full force and virtue.

James W. Orin  
Secy



Virginia

At Rules held in the Clerk's Office  
of the Circuit Court for Lee County  
on the first Monday in June 1886.

H. P. Long

Complainant

vs

A. J. Gilliam et al

Defendants

In Chancery

The Defendants M<sup>r</sup>. Moneyhun and H. J. Yeary, by their Attorney, suggests that the plaintiff is not a resident of this State and that security is required of the said plaintiff according to law for the payment of the costs and damages, which may be awarded to the defendants in this suit and of the fees due or to become due in this suit to the Officers of this Court.

J. A. S. Wyatt C. C.



Mc Moneyhuir et al  
ad  $\frac{1}{3}$  Rules for Costs

H. P. Long

Entered at June Rules 1886

Executed by deliver-  
ing Jas. W. Orr  
the attorney for  
H. P. Long an office  
Copy of this Rule  
June 8 1886.

Wm. Flannery  
Deputy for R. D. Flannery  
S. L. C.



Virginia

In the Clerk's Office of the Circuit  
Court for Lee County, during vac-  
ation on the 24<sup>th</sup> day of May 1886.

H. P. Long,

Complainant

versus

A. J. Gilliam et al

Defendants

The object of this suit, is to enjoin  
and inhibit the Defendant M. H. Reason  
from collecting and the Defendant  
Oswald J. Yeary from paying the  
note mentioned and described in  
the Bill, until the future order  
of the Court. And it appearing  
from an affidavit filed in this cause  
that the Defendant A. J. Gilliam  
is a now resident of this State,  
it is therefore ordered that  
he appear here within one  
month after due publication  
of this order and do what  
may be necessary to protect  
his interest in this suit.

A Copy

Richmond & Orr. P. Q.

Teste J. A. Hyatt c



H. P. Long

vs 3 Order Pub

A. J. Sullivan & Co

I certify that I  
delivered to Virginia  
Herald an office  
copy of this order  
for Pub. & posted  
a like copy thereof  
on the front door of  
Leach on the  
first day of the  
June Term 1886.  
of the County Court  
J. S. Ryall cc



Clerk's office of the circuit  
for Lee County Aug. 2<sup>d</sup> 1886.

H. P. Long

Complainant

vs  
A. J. Gilliam et al

Defendants

In Chancery

The deposition of Jeremiah  
Mullins & others taken pursuant  
to the notice hereto attached, which  
when taken are to be read as  
evidence in favor of the Plaintiff  
in the above styled Cause.

No witness appearing on this the 2<sup>d</sup> Aug.  
1886, the taking of the deposition is  
postponed until tomorrow morning  
9 o'clock. J. A. S. Hyatt Clerk.

August 9<sup>th</sup> 1886,  
Parties met and agreed  
the facts desired to be  
proven, hence no depositions  
were taken.

J. A. S. Hyatt Clerk.



Mess A. J. Gilliam, Mc Maneyham, M. D. Reason  
& Eiram J. Geary.  
Gentlemen.

You will please take notice, that on the 2nd day of August, 1886, at the clerk's office of the circuit Court of Lee County Va. in Jonesville Va. I will proceed to take the depositions of Jeremiah Mullins & others, which depositions when taken are intended to be read as evidence in my behalf in a suit in chancery now pending in said court in which I am plaintiff and you are defendants, and if from any cause the taking of said depositions is not commenced on that day, or if commenced is not completed, the taking of the same will be adjourned from time to time and from place to place until completed. Very Respectfully.

H. P. Long.  
By his counsel.



H. P. Long.  
vs { Notice  
A. J. Gilliam & als.

Aug. 2nd 1886.

I accept legal  
service of this  
notice.

We. Moneyman

Shirps fed 800  
Cattle 1.00  
\$1.80



# THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting :

We Command You *to Summon Jeremiah*  
*Mullens & Alex. M. Ely,*

To appear before <sup>*me as Court*</sup> ~~the Judge~~ of our Circuit Court of Lee County, at the Courthouse on the *2<sup>nd</sup>* day of *August*

~~Term~~ next to testify and the truth to speak in behalf of *H. P. Long*

in certain matters of controversy pending in our said Court between *said*

*Long*

PLAINTIFF and

*A. J. Gulliam & others*

*DEFNDANT.* And this

*they*  
*shall*

shall in no wise omit under the

penalty of Twenty Dollars. And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This

*22*

day of

*July*

1886, in the 10

year of the Commonwealth.

*J. A. G. Hyatt*  
Clerk.



J. P. Long  
vs { Shafon  
      { wit  
A. J. Gilman et al

---

To 2<sup>d</sup> day Aug. 1886.

---

Executed July 28  
1886 as to per mi-  
nent Am Ely  
not summonsed  
not found  
J. H. Long  
JS



# THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF LEE COUNTY-GREETING:

WE COMMAND YOU to summon

A. J. Gilliam,  
McC. Moneyburn, M. H. Peasar  
and Herman J. Yeary

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first  
Monday in June next, being Rule Day, to answer a Bill in Chancery exhibited in our  
Court against them, by H. P. Long

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said Court, at the  
Court House, this 22 day of May 1886, in the 1<sup>10</sup> year of the Commonwealth.

A COPY--TESTE:

J. A. G. Hyatt Clerk.



102. 4. 0  
104. 0. 0

No

A. J.

Logu

Q  
delic  
Affic  
me

Handwritten signature: J. M. S.

R.S.

Further  
delivered  
to him  
May 25<sup>th</sup>

257886. J.  
D. Q.

note mentioned in case will prove the  
future order of the court J. Ashall CC



# Publisher's Certificate.

JONESVILLE, VA.,

188

I,

, Publisher of the LEE COUNTY SUN,

a weekly newspaper published at Jonesville, Lee County, Virginia, do certify that the annexed  
Chancery Order was published four successive weeks in said newspaper, publication ending  
, 188

, Publisher.

VIRGINIA :—In the Clerk's office of the  
Circuit court for Lee county, during vacation  
on the 24th day of May 1886.

H. P. Long; Com'p.

versus

A. J. Gilliam et al Def't.

} In Ch'cy.

The object of this suit is to enjoin and pro-  
hibit the defendant, M. H. Reasor, from col-  
lecting and the defendant Hiram J. Yeary from  
paying the note mentioned and described in  
the bill, until the future order of the court.  
And it appearing from an affidavit filed in this  
cause that the defendant A. J. Gilliam is a  
non resident of this State, it is therefore or-  
dered that he appear here within one  
month after due publication of this order and  
do what may be necessary to protect his in-  
terest in this suit. A copy teste,

R. & O., P. Q.

J. A. G. HYATT, C. C.



W. P. Long

vs  $\frac{1}{2}$  Pub certificate

A. J. Williamson

---

Pub. fee \$5<sup>00</sup>